

U.S. patent application Ser. No. 10/014,720
Response to Office Action dated Nov. 1, 2007
Amendment dated Apr. 1, 2008

AMENDMENTS TO THE DRAWINGS:

The attached sheets of drawings include changes to Figs. 11, 1J, 26, 28 and 30. The sheet which includes Fig. 11 replaces the sheet including Fig. 11 submitted on April 23, 2002 and the replacement sheet including Fig. 11 submitted on July 14, 2005, the sheet which includes Fig. 1J replaces the sheet including Fig. 1J submitted on April 23, 2002 and the replacement sheet including Fig. 1J submitted on July 14, 2005, the sheet which includes Fig. 25 is Fig. 26 as submitted on April 23, 2002 and renumbered as Fig. 25, the sheet which includes Fig. 26 is Fig. 28 as submitted on April 23, 2002 and renumbered as Fig. 26 and the sheet which includes Fig. 27 is Fig. 30 as submitted on April 23, 2002 and renumbered as Fig. 27.

Attachments: Five Replacement Sheets

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REMARKS

Entry of this amendment and reconsideration of the present application, as amended, are respectfully requested.

Claims 1-6, 8-12, 21 and new claims 22-29 are pending in this application, claims 7 and 13-20 have been cancelled. Claims 1, 5, 6, 9, 10, 12 and 21 are amended. Unless an argument is made below in support of the patentability of each of these claims over a cited prior art reference in view of an amendment to the claim, the changes to the claims do not relate to patentability.

Election/Restriction

Applicant hereby affirms the election of Group I, claims 1-6, 8-12 and 21. Non-elected claims 13-20 have been canceled without prejudice to prosecuting the subject matter of these claims, e.g., in a divisional application.

Drawings

In response to the Examiner's objection to the drawings, Figs. 25, 27 and 29 have been eliminated and Figs. 26, 28 and 30 renumbered as Figs. 25, 26 and 27, respectively. The specification has been amended accordingly. Replacement sheets of new Figs. 25-27 are submitted herewith.

Further, proposed revised Figs. 1I and 1J are also submitted which are based on the drawings filed April 23, 2002. Fig. 1K has been eliminated.

The specification has also been amended to conform the description of the drawings and reference to the drawings in the specification to the drawings as filed April 23, 2002.

In view of the foregoing, it is respectfully submitted that the Examiner's objection to the drawings has been overcome and should be removed.

Specification

In response to the Examiner's objections to the disclosure, the substitute specification submitted on July 18, 2005 has been amended to make clear that the term "information template" as set forth in the substitute specification is an alternative term for a "knowledge template" as described in detail in the originally filed specification. As such, it is respectfully submitted that new matter was not introduced by the substitute specification submitted on July 18, 2005 and that the Examiner's objection to the disclosure has been overcome and should be withdrawn.

Claim Rejections-35 U.S.C. §112

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Claims 1, 6, 9, 10, 12 and 21 were rejected under 35 U.S.C. §112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

Claim 1 has been amended to remove the phrase "suggested retail price" and now recites that the second price is greater than the first price.

Claim 6 has been amended to clarify the step of enabling the organizer to select from the displayed gifts and services and prices provided by the gift and service providers (which may be multiple offers for the same goods or services, the gift and services from any of the gift and service providers that submitted a price for the gift and services to include in the database to be displayed to the gift givers. In this embodiment, potential suppliers of goods, for example, provide a price for the same goods to the database and all of these goods and prices are displayed to the organizer upon accessing the database. The organizer could then select the lowest price from the displayed prices for the same goods and services to include in the database being presented to the gift givers.

Claims 9 and 10 have been amended to change the term "others" to "consumers other than the organizer".

Claim 12 has been amended to remove the phrase "similar to". It is noted that the same goods or services may be broadly defined so that different types of flowers for example, are still the same goods or services.

Claim 21 has been amended to remove the clause including the phrase "feedback loop"

In view of the changes to the claims, it is respectfully submitted that the Examiner's rejection of claim 1, 6, 9, 10, 12 and 21 under 35 U.S.C. §112, second paragraph, has been overcome and should be withdrawn.

Claim Rejections-35 U.S.C. §102(e)/35 U.S.C. §103(a)

Claims 1, 2, 6, 8, 9, 12 and 21 were rejected under 35 U.S.C. §102(a) as being anticipated by Bezos (U.S. Pat. No. 6,029,141) and claims 3-5, 10 and 11 were rejected under 35 U.S.C. §103(a) as being unpatentable over Bezos in view of Robertson (U.S. Pat. No. 6,609,106).

The Examiner's rejections are respectfully traversed in view of amendments to independent claims 1 and 9.

Claim 1 is now directed to a method for an event organizer to arrange the receipt of gifts for the event and services rendered in conjunction with the event in which there is a particular arrangement for the ordering of the goods or services and a particular arrangement for the flow of funds for payment for

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the goods and services. As to the ordering of the goods, the method includes displaying to gift givers, gifts and services in a database and a second price for the gift and services (which is greater than a cost or first price to the organizer) and enabling the gift givers to select one or more of the gifts and services for purchase on behalf of the organizer. Then, upon purchase by each gift giver of the selected one or more of the gifts and services, providing the organizer with funds from each gift giver equal to the second price for the selected one or more of the gifts and services. Upon receipt by the organizer of funds from each gift giver equal to the second price for the selected gifts and/or services, the method includes enabling the organizer to direct one of the gift and service providers to forward the selected gift to the organizer or perform the selected service for the organizer at the event. Accordingly, the ordering process entails the organizer contacting the providers to direct them to forward the gifts or perform the services. The gift givers do not have any contact with the providers. As to the flow of funds, the method further includes determining a difference between the first and second prices upon receipt by the organizer of funds from the gift giver equal to the second price, and enabling the organizer to use at least part of the difference in price to purchase gifts and services in the database prior to the event. Accordingly, the gift givers provide their funds to the organizer and the organizer can then provide funds to the providers.

Claim 9 is now directed to a method for coordinating payment for products and services in connection with an event in which there is a finite amount of goods and services desired by an event organizer for use at the event. For example, at an event, twenty floral centerpieces are sought along with a single band. A database is created with the finite amount of goods and services with an associated cost and consumers other than the organizer can access the database and commit to payment for a selected one or more of the desired goods and services. Upon acceptance by a provider of the selected one or more of the goods and services to the manner of payment associated with the goods and services by the consumers other than organizer, the method entails contractually obligating the provider of the goods and services to deliver the goods for the event and perform the services at the event, generating benefit for the event organizer based on the contractual obligation, enabling the event organizer to use the benefit to obtain goods to be delivered for the event and services to be performed at the event, and removing the selected one or more of the goods and services from the database. Accordingly, once there is a commitment from a consumer other than the organizer for goods or services sought for the event, the goods or services are removed from the database and can no longer be purchased, e.g., once payment for twenty floral centerpieces and a band have been obtained, they can no longer be purchased since it would result in unnecessary gifts or services for the event.

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The prior art cited by the Examiner does not disclose teach or suggest the present claimed invention.

Bezos is fundamentally different than the embodiment of the present invention set forth in claim 1 because it has different arrangement for the ordering of the goods or services and for the flow of funds for payment for the goods and services. Bezos, assuming the associate is the organizer who sets up a website, allows customers to order products from a merchant, with the customers apparently being considered as gift givers if the method of Bezos were to be applied in the event context as per the Examiner's portion (see the Office Action at page 8), and a portion of the purchaser's funds are given as a commission to the associate. The ordering of the goods provides for a direct ordering from the customers to the merchant with only a notification of the placing of the order being sent to the associate. The money flow is from the customer directly to the merchant and the commission then being sent from the merchant to the associate.

Therefore, in contrast to the embodiment of the invention set forth in claim 1, Bezos does not disclose "upon purchase by each gift giver of the selected one or more of the gifts and services, providing the organizer with funds from each gift giver equal to the second price for the selected one or more of the gifts and services", since the associate is provided only with the commission. Further, Bezos does not disclose upon receipt by the organizer of funds from each gift giver equal to the second price for the selected one or more of the gifts and services, "enabling the organizer to direct one of the gift and service providers to forward the selected gift to the organizer or perform the selected service for the organizer at the event", since the associate has no part in the authorization by the merchant relating to the delivery of the goods purchased by the consumers. That is, the associate cannot direct the providers to provide any goods or services to the consumers but rather it is the merchant which can direct the providers to provide the goods and services to the consumer.

Furthermore, the Examiner's position that the "desirability of the goods and services to the organizer, and the event context, are not distinguishing because there is nothing to preclude an organizer from using the invention of Bezos in the exact same way, for the same purpose, and in the same context as the present application and it would be indistinguishable" (Office Action in the paragraph bridging pages 8 and 9) is also traversed. Claim 1 is directed to a unique application of arranging the receipt of goods for an event and services to be rendered in conjunction with the event. Each event is a single occurrence at which multiple goods and services are brought together at one time. By contrast, Bezos is a shopping method wherein a purchaser purchases individual, physical and tangible items through a centralized system without any common thread for the individual items. There is absolutely no delivery

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of the items in a coordinated sequence of events at given times and places, e.g., for an event at a specific time and place

Claim 1 has particular features which are unique to an event whereby gift givers are solicited to contribute to an event, an event which they may be invited to and thus share and partake in the gifts or services they have purchased for the event. To this end, claim 1 recites that the on-line database includes "gifts desired by the organizer" and "services desired by the organizer to be performed at the event". It is unrealistic to consider that purchasers using the associate's website would be inclined to purchase gifts or services sought by the associate. That is, there is no reason to enable gift givers to select one or more of the gifts and services for purchase "on behalf of the" associate and then directing the provider to "forward the gift to the organizer or perform the services for the organizer". Bezos is a system designed solely to enable an associate to obtain commissions on the sale of goods with the associate not selecting specific goods to include which are goods that he or she wants to obtain, and which goods will be forwarded to the associate or services which will be performed for them.

In this regard, Bezos is also fundamentally different than the embodiment of the present invention set forth in claim 9 because it does not impose a limit on the ability of purchaser to purchase items from a database, which limitation is imposed by an organizer of an event for which the purchaser is purchasing goods and/or services. Thus, claim 9 recites that the database has a finite amount of goods and services desired by an event organizer for use at the event and that upon acceptance by a provider of one or more of the goods and services to the manner of payment associated with the goods and services by the purchaser, the provider of the goods and services becomes contractually obligated to deliver the goods for the event and perform the services at the event and the goods and services are removed from the database. Once goods or services sought for an event such as floral centerpieces for a wedding have been purchased, there is no need to keep the goods in the database since additional floral centerpieces are not needed nor wanted, and therefore they are removed from the database.

By contrast, Bezos has no such event-imposed limitation on the purchase of goods at the associate's web site. Since Bezos does not mention its application in the event context, there cannot be any such event-imposed limitation. In fact, it is respectfully submitted that imposing any limitation on the sale of goods in Bezos is counterproductive since it would deny the associate a commission and thereof Bezos would not be modified to have any limitation on the sale of goods or services.

In view of the foregoing, Bezos does not disclose all of the features of the embodiment of the present invention set forth in claim 1 or claim 9 and therefore cannot anticipate or render obvious the embodiments of the invention set forth in these claims or in claims 2, 6, 8, 12 and 21 which depend therefrom.

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Robertson does not disclose modifying Bezos to alter the arrangement of ordering or money flow, or imposing a limitation on the sale of goods or services via an associate and therefore cannot be combined with Bezos to render obvious the embodiments of the invention set forth in claims 3-5, 10 and 11.

In view of the changes to claims 1 and 9 and the arguments presented above, it is respectfully submitted that the Examiner's rejections of claims 1-6, 8-12 and 21 have been overcome and should be removed.

New Claims

Claims 22-29 are added and directed to additional embodiments of the invention. No new matter is introduced by the presentation of claims 22-29.

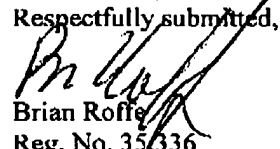
In view of the cancellation of claim 13-20, no fee is due for the presentation of new claims 22-29.

Petition for Extension

Applicant hereby petitions for a two-month extension to extend the time for response to the Office Action mailed November 1, 2007 for two months from February 1, 2008 to April 1, 2008. A Form 2038 for payment of the petition fee of \$230, applicant qualifying for small entity status, is enclosed. The Commissioner is hereby authorized to charge any deficiency to enable entry of this amendment, or credit any overpayment, to Deposit Account No. 50-1268.

An early and favorable action on the merits upon entry and consideration of this amendment is earnestly solicited.

FOR THE APPLICANT
Respectfully submitted,


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